



**City of
Norfolk**

NOTICE Invitation for Bid (IFB) # 4541-0-2014/WT

Provide Automotive Body Repair Services For Overflow Work (As Needed).

To All Potential Bidders:

Bids are hereby requested to provide automotive body repair services with first class professional workmanship in auto body painting and repairing/fabricating on an as need basis.

Pre-Bid Conference: N/A

Bid Opening Date and Time: Eastern Time

Term of the Agreement: **One Base year with four, additional one year optional renewal periods.**

Issuing Office Point of Contact: Wendy Turner at (757) 664-4021 or wendy.turner@norfolk.gov

All questions related to this Invitation for Bid ("IFB") must be submitted in writing to the Issuing Office Point of Contact, located in the Office of the Purchasing Agent. Any responses to questions posed and deemed material to the quality of bids requested will be issued via an addendum to the IFB and posted for the convenience of all potential Bidders.

IFB 4541-0-2014/WT

Provide Automotive Body Repair Services For Overflow Work (As Needed).

Buyer: Wendy Turner, Purchasing Agent

V: 757-664-4021

F: 757-664-4018

wendy.turner@norfolk.gov

Contract Administrator/Program Coordinator:

Mr. Facundo Tassara

Fleet Management

Issued: June 19, 2014

IFB OPENING DATE AND TIME: June 30, 2014, 2:00pm EST

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1____ #2____ #3____ #4____ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND REQUIREMENTS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN BID REJECTION.

Authorized Agent:

Signature

Type or Print Name

Email Address

Telephone Number

Fax Number

Company FEI/FIN#

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SECTION I - GENERAL

A. PURPOSE, BACKGROUND, AND GENERAL SCOPE OF SERVICES:

1. PURPOSE:

The purpose of this Invitation for Bid (IFB) is to solicit sealed bids from qualified sources to enter into a contract to provide automotive body repair services with first class professional workmanship in auto body painting and repairing/fabricating when necessary. Please note, this IFB is for the sole purpose of providing the City a body shop that will be able to meet the needs of the City at times of overflow work. It is at the City's discretion to decide when work will be considered "Overflow work." The scope of these services includes vehicles 1000 lbs. Gross Vehicle Weight GVW up to Class 5 (19,500 lb.) maximum GVW. The City reserves the right to perform in-house body shop services as deemed necessary.

The City of Norfolk invites any qualified Bidder to respond to this solicitation by submitting a Bid for such work, service, and/or items consistent with the terms and conditions herein set forth.

2. BACKGROUND:

The City of Norfolk operates a diverse fleet ranging from sedans, police cruisers, pickup trucks, vans, etc.

3. SERVICES AND/OR ITEMS REQUIRED:

The following are the services and/or items that the successful bidder will be required to provide to the City.

- a. The contractor shall be responsible for making general body repairs related to accidents and vandalism to the City of Norfolk owned or maintained vehicles or fleet equipment.
- b. Estimates. In all cases, repairs shall only be authorized by, and compensated for to the extent as specified in the written Damage Repair Estimate (the "estimate") provided to the City by the contractor. Estimates may be subsequently amended by Contractor as required for hidden damages, but only with prior written approval by the City. Estimates must be provided no later than 3 days, less if requested by the City.
 - i. The estimate shall clearly indicate supplied parts and repair materials as:
 - ii. New Original Equipment Manufacturer (OEM)
 - iii. New "after-market", or
 - iv. Used OEM
- c. Labor estimates shall be based upon and supported by standard reference publications generally recognized for use by the body repair industry, such as CCC Pathways software, Mitchell's or Motor's Collision Repair manuals. The estimate shall state the reference publication used.
- d. Estimated completion times shall be furnished on each estimate. The City may approve additional time to complete repairs for previously hidden damages or non-availability of repair parts upon Contractor's request and documentation.
- e. The Work. Quality of the completed work for fit, finish, sheet metal work, overall painting and patching must be acceptable to the City. The standard applied shall be:
 - i. Repaired surface area will match the rest of the vehicle in color, fit and/or finish
 - ii. All body and repair parts or materials used in the repairs shall be certified by their manufacturer as meeting Original Equipment Manufacturers (OEM) specifications.

- f. When non-OEM body parts are approved for use, such parts shall be certified by the Certified Auto Parts Association (CAPA) and warranted by Contractor as being equal in kind and quality in terms of fit, performance and overall quality to the original manufacturer parts they are replacing.
- g. The City, at its option, may elect to provide required parts to Contractor. In such case, Contractor shall not be required to warranty the City's parts or labor required for *rework* due to failure of the City's provided parts.
- h. Accident related damages discovered by Contractor subsequent to completion of the estimate and which were omitted from the estimate (hereafter "hidden damages"), shall be reported to the City to obtain authorization to make such additional repairs.
- i. Acceptance of completed work requires inspection by a designated representative of the City. Final inspection and acceptance lie strictly with the City. Any discrepancies or shortages will be brought to the Contractor's attention at the end of the final inspection. Final inspection will be performed in the presence of an authorized agent of contractor. All corrections shall be made at the Contractor's expense including pick-up and delivery of vehicle. Corrections are to be completed within 1 to 3 calendar days.
- j. Performance. The City will use the following items throughout the duration of the contract to evaluate contractor's performance:
 - i. Number of estimates requiring supplementary repairs
 - ii. Costs of supplementary repairs and parts
 - iii. Number of times work was not completed on time
 - iv. Number of times vehicle was sent back for rework
 - v. Number of invoicing errors
 - vi. Number of times parts invoices are not provided with Vendors invoice
- k. Contractor shall be liable for security and safekeeping of the City's vehicles to include attachments, components, emergency signal equipment and radios when left with Contractor for repairs. City vehicles will be kept indoors at all times, NO City vehicles will be stored outside at any time.
- l. Contractor shall maintain records and comply with all applicable EPA and OSHA requirements governing auto body repair. Records of all hazardous waste removal shall be made available to the City or its assigned agents.
- m. Contractor shall provide copies of vendor receipts for parts used in making the needed repairs. Parts pricing shall be subject to audit by the City to verify discount specified in the pricing schedule
- n. Contractor shall have adequate facilities available for pickup and delivery of vehicles Contractor will maintain an OSHA approved paint booth. All repairs shall be performed at the Contractor facilities using its own equipment including frame machine and alignment.
- o. Contractor shall furnish an itemized invoice showing work hours per class of employee, materials, and quantity, etc., along with a copy of material cost invoice from the Contractor source of supply suitable in detail to the City of Norfolk.
- p. Contractor agrees to accept such work as the City determines to be an emergency and further agrees to give such emergency work priority over all other work in Contractor's shop. The City may declare work to be an emergency only with respect to vehicles used regularly in public safety or emergency work.

- q. It shall be the responsibility of Contractor to fully protect at all times City property placed for repair. City shall be reimbursed for any and all physical damage to City property from any cause including weather, Acts of God, unwarranted wear and tear, acts of vandalism, malicious mischief, any and all physical damage including acts of commission and/or omission by Contractor employees and others. Such damages will be identified and deducted from any outstanding amounts owed the Contractor. Contractor further agrees to pay the City any outstanding damage claims within thirty 30 days after written notice from the City.
- r. All City vehicles in need of repairs under this Agreement shall be delivered and picked up by the Contractor. When vehicles are delivered and picked up the Contractor shall provide receipts for the City vehicles.
- s. Contractor guarantees to perform services under this Agreement in a first class professional manner. The Contractor shall furnish a warranty for all parts and labor for a period not less than one 1 year from date of installation on the vehicles. Failure to meet minimum standards at the determination of the City will be considered cause for the City to cancel the Agreement and shall extend to any work in progress without liability to the City for work performed. Contractor must have a minimum of 3 inside bays, to perform services, excluding the paint booth. Proof of this must be provided by picture with your submission.
- t. Contractor agrees to charge for services the actual hourly rates shown in as submitted Request for Proposal herein incorporated by reference as Exhibit 1 and shall be governed by any predetermined repair time that may be customarily used in calculating charges for work performed, i.e., Mitchell Manual Standards

4. COMPENSATION:

The Contractor and the City agree as follows:

- a. The compensation for work under this Agreement shall be on a time (hourly basis) and materials basis. The fee shall be determined on the basis of man-hours and associated hourly rates for all labor and materials required by the Work. Contractor agrees that the fee is full and complete compensation for the Work, and all costs and expenses incurred by Contractor, without condition or limitation.
- b. The hourly rates for the completion of the Work (to be attached as Exhibit 1 by Successful Bidder(s)) which is attached hereto and made a part hereof. These rates shall remain in effect for the initial term, and any renewal term, of the Agreement and shall not be increased without the written consent of the City.
- c. Contractor shall provide an invoice to Fleets representative when vehicle is delivered. If such invoice is in sufficient detail acceptable to the City, the City shall forward payment to Contractor between thirty (30) and forty five (45 days) of receipt of such invoice.
- d. Work shall not begin without express written authorization from the City.

5. PAYMENT SCHEDULE FOR SERVICES:

The City and Contractor agree that the City will pay Contractor for time actually spent on the work and accepted by the City. Contractor shall submit a request for payment not more than once each month. The payment requested shall be for the services completed for the Work and approved by the City. A written progress report detailing work completed, identified problems, and remaining work shall accompany each request for payment, together with documentation in detail acceptable to the City of the time spent and expenses incurred.

BID FORM

TO: Office of the Purchasing Agent
232 E. Main Street, Suite 250
Norfolk, Virginia 23510
ATTN: Wendy Turner

BID: 4541-0-2014/WT
DUE: June 30, 2014
TIME: 2:00 p.m., EST

_____ (Company) quotes firm price, exclusive of all taxes, to furnish All labor, materials and supply to provide **auto body service for overflow work (as needed)** for the Fleet Management. Complete units shall be delivered F.O.B. destination, City of Norfolk Fleet Maintenance Facility, 1188 Lance Rd., Norfolk, Virginia 23502 in accordance with all specifications, terms, and conditions herein.

Bid Line 1. Light Duty Vehicle under 14,000 pounds GVW

- a. Body Labor Rate \$_____ per hour
- b. Paint Labor Rate \$_____ per hour
- c. Mechanical Labor Rate \$_____ per hour
- d. Paint Material Rate \$_____ per hour
- e. Parts and supplies furnished at Manufacturer's
Retail price less quoted percentage. % _____

Bid Line 2. Medium Duty Vehicle from 14,001 pounds GVW to 19,500 pounds GVW

- f. Body Labor Rate \$_____ per hour
- g. Paint Labor Rate \$_____ per hour
- h. Mechanical Labor Rate \$_____ per hour
- i. Paint Material Rate \$_____ per hour
- j. Parts and supplies furnished at Manufacturer's
Retail price less quoted percentage. % _____

I hereby certify that my quote is in full compliance with this solicitation and all the terms and conditions imposed herein and agree to perform any contract awarded as a result of this solicitation, accordingly. As the undersigned representative for the vendor, I also certify that I am an agent authorized to bind my company to this bid.

COMPANY INFORMATION– PLEASE PRINT OR TYPE.

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____ Fax Number: _____

E-mail address: _____

Web Site: _____

Quoted By (Signature): _____

Name: _____

Title: _____

PURCHASE ORDER TERMS AND CONDITIONS

1. **DELIVERY AND ACCEPTANCE:** Time of delivery is of the essence of this contract. City reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind City to accept future shipments, nor deprive it of the right to return goods already accepted.
2. **LATE DELIVERIES OR NON-COMPLIANT GOODS:** Should shipment of any part of this order be delayed beyond the time specified in the proposal, bid, or quotation for the same, or beyond the time specified herein, or if no time is specified, then beyond a reasonable time, or if any article should fail to comply with specifications, the City is to have the right to purchase such articles at the market price for immediate delivery and any excess in the cost of same over the price shown herein is to be paid by the contractor under this order, or deducted from any monies now due or hereafter accruing to him from the city.
3. **DELIVERY AND RISK OF LOSS:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by the City. Risk of loss remains with the Seller until acceptance.
4. **DEFECTS:** By accepting this order Seller acknowledges that the goods covered by this order are satisfactory for the purposes set forth by the City in the bid invitation.
5. **PRICES:** Unless otherwise provided, goods shall be furnished at the prices indicated on this order only. Invoices will be honored for purchase order prices only.
6. **PATENT INFRINGEMENT:** Seller agrees to indemnify City and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of the goods covered by this order, and such obligation shall survive acceptance of the goods and payment therefore by the City.
7. **PRODUCT WARRANTY:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation, and to the sample (s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and description, the specifications shall govern.
8. **PACKING:** All goods, wrappers and containers must bear marking and labels required by applicable federal, state and municipal laws and regulations for the protection and safety of persons and property and Seller warrants that prices include all charges for packing, crating and transportation to F.O.B. point.
9. **DATA:** Seller shall not use or disclose any data, designs, or other information belonging to or supplied by or on behalf of City, except in the performance of this or other orders for City. Upon City's request such data, designs, or other information and any copies thereof shall be returned to City. Where City's data, designs or other information are furnished to Seller's suppliers for procurement of supplies by Seller for use in the performance of Buyer's orders, Seller shall insert the substance of the provision in its orders.
10. **LABOR DISPUTES:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to City.
11. **CHANGE ORDER:** This contract can be modified or rescinded only by a writing signed by the City Purchasing Agent or his duly authorized agent.
12. **GRATUITIES:** The City may by written notice to the Seller, cancel this contract without liability on the part of the City to Seller if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Norfolk with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract.

13. **SAFETY:** Seller guarantees that the design of all equipment being purchased conforms with all regulations of the Federal Occupational Safety and Health Act at time of delivery. Seller agrees to furnish Material Safety Data Sheet (Form OSHA-20) as applicable for hazardous or potentially hazardous products.
14. **ADVERTISING:** Seller agrees not to use the name of City or to quote the opinion of any City's employees in any advertising without obtaining the prior written consent of City.
15. **ASSIGNMENT:** Assignment is prohibited unless Vendor obtains prior written approval of the City.
16. **DISCRIMINATION PROHIBITED:** The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

SECTION II - SPECIAL INSTRUCTIONS TO THE BIDDER

A. Issuing Office

City of Norfolk
Office of the Purchasing Agent
Attn: Wendy Turner
232 E. Main Street, Suite 250
Norfolk, VA 23510
Telephone: (757) 664-4021
Fax: (757) 664-4018
wendy.turner@norfolk.gov

B. Contract Administrator

City of Norfolk
Department of Fleet Management
Attn: Facundo Tassara,
Fleet Manager

C. Contract Term

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the **lowest bidder that is responsive and responsible** that complies with all of the provisions of the invitation to bid. **The contract term shall be a One Base year with four, additional one year optional renewal periods.**

D. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this IFB or any subject related to this IFB is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

E. Bidders of Record:

Bidders receiving a copy of this IFB from a source other than the Issuing Office via **www.DemandStar.com** must contact the Issuing Office and provide Bidder's name, address, contact person, telephone and fax number, and the IFB Item Number. Bidder will be added to the DemandStar Planholders' list and will receive notification of any addenda to the IFB.

F. Questions and Addenda

Contractors shall carefully examine this IFB and any addenda. Bidders are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this IFB. Questions should be addressed to the Purchasing Agent. If the answer materially affects the IFB, the information will be incorporated into an addendum and posted on www.demandstar.com. This IFB and any Addenda shall be incorporated, by reference, into any resulting contract. Bidder is responsible for checking the DemandStar web site or contacting the Issuing Office within 48 hours prior to the bid Opening to secure any Addenda issued as part of this IFB.

Oral comments and instructions do not form a part of this IFB. Fax and e-mail are for questions only. Bids submitted via fax or e-mail will not be accepted.

G. Changes or Modifications:

Changes or modifications to this IFB made prior to the date and time of Opening will be addressed by addenda from the Issuing Office. Bidders are to acknowledge receipt of addenda in the space provided on the cover page of this IFB. Oral communications are not a part of the IFB or Bid documents. This IFB and any addenda shall be incorporated, by reference, into any resulting contract.

H. IFB Opening:

Bidder shall ensure its Bid is time stamped by the Issuing Office no later than the Opening Date and Time shown on the cover page of this IFB. Bids received after the specified date and time (time stamped 1:01 P.M. or later) will not be considered and will be returned to the Bidder unopened.

I. Bid Submittal Requirements:

1. Each Bid shall be submitted to the Issuing Office and shall include the following documents:
 - a. The cover page of this IFB, which will contain:
 - 1) Original signature of an agent authorized to bind the company;
 - 2) Requested contact information;
 - 3) Company FEI/TIN number; and,
 - 4) Acknowledgment of any addenda on page one (1);
 - b. Pricing Schedule;
 - c. Business Classification form; and
 - d. Attachments A - E
2. Bidders are encouraged to submit their Bids on recycled paper and to use double-sided copying.
3. Bids must be submitted utilizing the following requirements:
 - a. Bidders shall submit bids in a sealed envelope or package, and clearly label the shipping/mailing packaging as well as the outside of your envelope or package with the IFB number, date and time of the IFB Opening, and the Bidder's name and address. **Bids received by telephone, facsimile, or any other means of electronic transfer shall not be accepted.**
 - b. Submit the original and one (1) copy of the bid. The original must be marked "Original".
 - c. All bids shall be received and time stamped in the Issuing Office no later than the Opening Date and Time shown on the cover page of this Invitation for Bid. Any bid received after the specified date and time (1:01 PM EST or later) will not be considered and will be returned to the Bidder unopened.
 - d. Include a statement setting forth the basis for protection of all proprietary information, if any.
 - e. A **minimum** of three (3) current and previous clients for which Bidder has completed services comparable to those described in this IFB. For each reference, detail:
 - Name of firm;
 - Address of firm;
 - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
 - Number of years Bidder has served the client; and
 - Brief summary of scope of services provided.

J. Award:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the **lowest bidder that is responsive and responsible** that complies with all of the provisions of the invitation to bid, provided that the amount does not exceed the amount of funds available to finance the contract. In the event that a responsive bid from the lowest responsible bidder exceeds available funds, the Purchasing Agent may negotiate the amount of the bid with the apparent low bidder to obtain a contract price within available funds.

The City reserves the right to accept or reject any or all bids in whole or in part and to waive informalities. Bidders will submit bids, in accordance with the IFB requirements and maintain compliance with all federal, state and local laws and regulations. The contents of the bid of the selected Bidder will be incorporated and made a part of any City contractual obligation when the award(s) is made.

K. Disposition of Bids:

All materials submitted in response to this IFB will become the property of the City. One (1) copy of each bid shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section II, L. "Disclosure."

L. Disclosure:

In compliance with the Code of the City of Norfolk, Virginia Section 33.1-9, trade secrets or proprietary information submitted by contractors in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the contractors must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable and will not be honored. A statement that costs are to be protected is unacceptable and will be disregarded.

M. Cost Incurred In Responding:

This solicitation does not commit the City to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

N. Prime Contractor Responsibility:

Bidders may propose services that are provided by others, but any services proposed must meet all of the requirements of this IFB.

If the Bidders' bid includes services provided by others, the successful Bidder(s) shall be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The prime contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this IFB.

O. Subcontractors:

Contractor's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least five (5) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

P. Governing Law and Venue:

This procurement shall be governed by the laws of the Commonwealth of Virginia and the City of Norfolk. Venue shall be in Norfolk, Virginia.

Q. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Contractors are required to execute the anti-collusion statement. See Attachment A.

R. Ethics in Public Contracting:

The contractor shall familiarize itself with Chapter 33.1, Article VII (Sections 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in Section 33.1-86 thereof, which are attached. The contractor shall abide by such provisions in submission of its bid and performance of any contract awarded. See Attachment B.

S. Nondiscrimination:

The contractor agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City Section 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

T. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this IFB must be executed and returned with bid documents. See Attachment D.

U. Insurance Requirements:

1. Contractor shall submit to the Issuing Office Certificates of Insurance, prior to beginning work under this contract and no later than five (5) days after award of the contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to City of Norfolk.
3. The certificates of insurance shall list the City of Norfolk, 810 Union Street, Norfolk, Virginia, 23510, as the additional insured for the specified project as outlined in this IFB.

Insurance shall be maintained during the entire term of the resulting contract and any extensions and shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, (Including Contractual Liability and Products and Completed Operations Coverage)	\$1,000,000 Combined Single Limit
Professional Liability	\$1,000,000 Combined Limit
Umbrella/Excess Liability	\$2,000,000

The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the Successful Bidder.

V. Hold Harmless Agreement:

The contractor shall indemnify and save harmless the City of Norfolk and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Contractor, its agents, servants or employees, in the

execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit.

W. Termination:

The City may terminate the services requested herein upon thirty (30) days written notice to the successful contractor(s). In the event of breach, the City shall immediately rescind, revoke, or terminate any contract resulting from this IFB. In the event of termination, all documents and other materials related to the performance of this work will become the property of the City of Norfolk.

X. Compliance with Federal Immigration Law:

The contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

Y. Compliance with State Law – Authorization to Transact Business in the Commonwealth:

Contractor hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

Z. Using Entities for Cooperative Purchasing:

The following entities are hereby named as potential participants in this solicitation:

- City and Public Schools of Virginia Beach, VA
- City and Public Schools of Chesapeake, VA
- City and Public Schools of Norfolk, VA
- City and Public Schools of Portsmouth, VA
- City and Public Schools of Suffolk, VA
- City and Public Schools of Hampton, VA
- City and Public Schools of Newport News, VA
- County and Public Schools of York County, VA
- City and Public Schools of Gloucester, VA
- City and Public Schools of Poquoson, VA
- City and Public Schools of James City County and Williamsburg, VA

AA. Equal Opportunity Business Development:

It is the policy of the City to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the procurement activities within the Hampton Roads area. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. All contractors are requested to include a statement in its bid response indicating the planned use of such businesses in fulfilling any resulting contract.

Business Classification

Is your company a minority or woman owned business? Yes/No
If yes, please check the appropriate category:

Female

Male

___ African American

___ African American

___ Hispanic

___ Hispanic

___ Asian American

___ Asian American

___ American Indian

___ American Indian

___ Eskimo

___ Eskimo

___ Aleut

___ Aleut

___ Caucasian

___ Other

___ Other

BB.Subcontracting Opportunities for Small, Women Owned, Minority Business Enterprises and Disabled Veterans

All prime contractors are requested to furnish the following information regarding participation of small, women owned, minority business enterprises and disabled veterans:

1. Proposed Name of your Subcontractor(s)
2. Proposed Minority Category of Subcontractor(s) - please check the appropriate category(ies)

___ African American (male)

___ African American (female)

___ Hispanic (male)

___ Hispanic (female)

___ Asian American (male)

___ Asian American (female)

___ American Indian (male)

___ American Indian (female)

___ Eskimo (male)

___ Eskimo (female)

___ Aleut (male)

___ Aleut (female)

___ Other (male)

___ Caucasian (female)

___ Other (female)

3. Proposed Amount of Subcontracts: _____ (Please fill in)
4. Proposed Description of commodity (e.g., masonry, hauling, insulation)
5. Proposed Description of Project

6. Proposed Total value of awards to all subcontractors
7. Proposed Total Number of minority subcontracts awarded
8. If you do not propose the use of any subcontractors, please check here ____.

CC. Solicitation:

The contractor will not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the Contractor comes into contact as a result of work under this procurement during the term of any resulting contract and for six (6) months thereafter.

DD. Prohibited Contacts:

Except to the extent, and in the manner, expressly permitted in this IFB, contractors are strictly prohibited from contacting any City officers, directors, employees, agents or their families regarding any matter arising from or related to this IFB, prior to the award of a contract. Violation of this requirement will result in Bidder's disqualification from the selection process of this IFB.

EE. Drug Free Workplace:

The City of Norfolk is a drug-free workplace, and as a condition of continued service on the contract, any Bidder personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs;
and
2. Impairment from the use of alcohol or drugs (except the use of drugs for legitimate medical purposes as directed by a physician).

FF. Norfolk Businesses:

It is the policy of the City to support Norfolk businesses and workforce development and it encourages companies with corporate offices in the Norfolk area and which employ Norfolk residents to compete for Norfolk contracts. Contractors are asked, as part of their submission, to declare its location and detail its employment of Norfolk residents.

GG. Brand name "Or Equal" Specifications:

The provisions of Section 33.1-52 City Code apply. If and wherever in this proposal a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase OR AN APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the vendors' responsibility to name such a product within the bid and to prove to the City that said product is equal to that specified. In all instances where an "or equal" or an alternate item is offered, bidders are to include a statement that the item being offered meets the specifications of the requested item. Additionally, bidders shall list all deviations from the listed specifications. Submission of specification sheets, brochures, or published literature describing the item being offered does not fulfill this requirement. Any article which the City in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy or operation, and suitability for the purpose intended, shall be accepted.

ATTACHMENT A - ANTI-COLLUSION STATEMENT

TO ALL BIDDERS: EXECUTE AND RETURN WITH BID DOCUMENTS.

In the preparation and submission of this bid, on behalf of _____(name of Bidder), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government statutes, Virginia Code Sections 59.1-68.6 through 59.1-68.8.

The undersigned Bidder hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this bid; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

By _____

Title _____

Date _____

Company _____

Address _____

ATTACHMENT B - ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code Sec. 2.1-347 to Sec. 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code Sec. 18.2-438 to Sec. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the city when the employee knows that:

1. The employee is contemporaneously employed by a Bidder or contractor involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a Bidder or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a Bidder or contractor.

Sec. 33.1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a Bidder, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any Bidder or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that Bidder, PPEs or contractor.

Sec. 33.1-90. Gifts by Bidders, contractors, or subcontractors (Virginia Code §2.2-4371).

No Bidder, contractor, or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

ATTACHMENT C - NONDISCRIMINATION

Sec. 33.1-53. Employment discrimination by contractor prohibited (Virginia Code §2.2-4311)

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Bidder.

ATTACHMENT D - DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

I. CERTIFICATION.

The Bidder certifies, to the best of its knowledge and belief, that—

(i) The Bidder and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Bidder has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder’s responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

____ Date _____
Signature

Title _____ Company _____

Address _____

ATTACHMENT E - COMPLIANCE WITH FEDERAL IMMIGRATION LAW

I. CERTIFICATION.

The Bidder/Bidder certifies, to the best of its knowledge and belief, that -

The Bidder/Bidder and/or any of its Principals at all times during which any term of this Agreement is in effect, (Please fill in with your enterprise's complete name)

_____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

II. INSTRUCTIONS.

a. The Bidder/Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's/Bidder's responsibility. Failure of the Bidder/Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Bidder non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

By _____

Title _____

Date _____

Company _____

Address _____

**ATTACHMENT F - COMPLIANCE WITH STATE LAW – AUTHORIZATION TO
TRANSACTION BUSINESS IN THE COMMONWEALTH**

I. **CERTIFICATION.**

A. The Bidder/Bidder (Please fill in with your enterprise's complete name)

_____certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Bidder/Vender by the State Corporation Commission:

B. Bidder/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

II. **INSTRUCTIONS.**

a. The Bidder/Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's/Bidder's responsibility. Failure of the Bidder/Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Bidder non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Bidder/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Name

Signature

Date